

CONTRACT #3
RFS # 317.03-108

**Department of Finance and
Administration**

VENDOR:
**Lockheed Martin Desktop
Solutions, Inc. (formerly ACS
Desktop Solutions, Inc.)**



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

312 EIGHTH AVENUE NORTH
SUITE 2100 TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243
(615) 741-0300
FAX (615) 532-8532

DAVE GOETZ
COMMISSIONER

MIKE MORROW
DEPUTY COMMISSIONER
FOR OPERATIONS

MEMORANDUM

RECEIVED

FEB 03 2006

FISCAL REVIEW

TO: Jim White, Executive Director
Fiscal Review Committee

FROM: Mike Morrow

SUBJECT: Governor's Correspondence Tracking System - Boards & Commissions,
DHS
Non-Competitive Amendment Request

DATE: January 27, 2006

Attached you will find a copy of a Non-Competitive Amendment request to revise the State's contract with Lockheed Martin for the Governor's Office Correspondence Tracking System (GCTS).

The Boards and Commissions (B&C) module is needed by the Governor's Office to track nominations, appointments, referrals, seat assignments and correspondence history regarding contacts with members of Boards, Commissions, Task Forces and other similar organizations. The Office for Information Resources (OIR) project team considered other development alternatives. However, the B&C functionality is already a fully integrated module within GCTS. The State would only have to purchase the module. Therefore, the project team does not believe that any other development option would achieve the same level of integration and ease of use without prohibitive expense.

Also, additional consulting from the vendor is needed for establishing a new account within the GCTS for the Department of Human Services (DHS). Adding the DHS account within the existing GCTS provides significant improvement for correspondence workflow and tracking between DHS and the Governor's Office.

Under these circumstances, OIR believes that it is in the State's best interest to purchase from the current vendor the Boards and Commissions module and consulting for setting up a new account within the existing GCTS.

Thank you for your consideration of this request.

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

FEB 03 2006

FISCAL REVIEW

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	317.03-108	
2) State Agency Name :	Finance and Administration	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Provision of software, installation, training, and software support for a Governor's Correspondence Tracking System (GCTS). Amendment connects DHS to the system and purchases the Boards and Commissions module.	
4) Contractor :	Lockheed Martin Desktop Solutions, Inc. (Formerly, ACS Desktop Solutions, Inc.)	
5) Contract #	FA-04-15709	
6) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	4/5/2006	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	9/16/2008	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$402,950.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	FA-04-15709-02	
10) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	9/16/2008	
11) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$502,182.00	
12) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
13) Description of the Proposed Amendment Effects & Any Additional Service :		
Purchase, activate and provide maintenance support for the Boards and Commissions module. Setup new account within the current GCTS for DHS use.		
14) Explanation of Need for the Proposed Amendment :		
The Boards and Commissions module is needed by the Governor's Office to track nominations, appointments, referrals, seat assignments and correspondence history regarding contacts with members of Boards, Commissions, Task Forces and other similar		

organizations. In addition, DHS is forwarded correspondence requests from the Governor's Office using the GCTS. To facilitate the movement of this correspondence within DHS, a separate account and workflow is needed within the current GCTS system.

15) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Lockheed Martin Desktop Solutions, Inc.

Diane W. Hazzard, Program Director

2700 Prosperity Avenue

Fairfax, VA 22031

16) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒ Documentation Attached to this Request

17) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

18) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The State Portal provider and OIR were considered as alternative developers for the Boards and Commissions component. However, these options would require the software to be developed from scratch. Along with other third party vendors, the software would not integrate into the existing correspondence tracking system and would cause duplicate data entry, increasing overall costs.

20) Justification for the Proposed Non-Competitive Amendment :

There are a number of benefits to amending this contract instead of bidding through the RFP process:

- The Boards and Commissions module will use the existing 'people' data tables in the current GCTS system, eliminating duplicate data entry and storage.
- No data conversion for the Boards and Commissions module would be needed.
- The Boards and Commissions module will use the existing imaging interface between GCTS and the State's FileNet standard.
- The users are familiar with the architecture and workflow methodology of the current system and the new module would be adaptable to the users very quickly.
- Adding the DHS account within the existing GCTS provides significant improvement for correspondence workflow and tracking between DHS and the Governor's Office.
- The current system is stable and has a high level of user confidence.
- Only configuration modifications would be needed, which eliminates the cost of software code development and/or customization.
- The tangible and intangible costs to prepare, respond and evaluate an RFP, award and prepare a contract, purchase new hardware, customize and implement new software, pay maintenance costs and train users would potentially be more than the amount of this contract amendment.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

W. D. Gentry

2/2/06

Agency Head Signature

Date



FAX TRANSMITTAL

TO : Bill Ezell, Chief Information Officer
 Office for Information Resources **FAX # 532-0471**

FROM : Hope Bragg, OIR Director **FAX # 741-4589**

DATE : January 27, 2006

RFS # 317.03-108

RE : Procurement Endorsement — Contract Amendment FA-04-15709
 Governor's Correspondence Tracking System

NUMBER OF FAX PAGES (including cover) :

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Hope Bragg** at **741-5161**.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement :

Bill Ezell

1/27/06

OIR Chief Information Officer Signature

Date

AMENDMENT 2
TO CONTRACT FA-04-15709-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Lockheed Martin Desktop Solutions, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.4 in its entirety and insert the following in its place:

A.4 Consulting Services. At the State's request, the Contractor will provide professional services to the State. These services may be provided either on or off-site and will be billed to the State on a per-hour basis. If travel is involved in the provision of these services, the State will reimburse the Contractor travel expenses incurred in accordance with the Travel Compensation clause in Contract Section C.9.

A.4.a. GCTS Base License. The types of professional services provided may include, but not be limited to, on-site technical support, such as analysis and programming for system modification, and additional training beyond that specified in Contract Section A.7. These services, if requested, shall be distinct from Implementation and System Support described in Contract Sections A.2.b, A.2.c, and A.3.b. The State will compensate the Contractor for Consulting Services as described in **Contract Section C.8.**

A.4.b. DHS GCTS Account Implementation, System Performance and Capacity Study, and B&C Purchase and Implementation. The types of professional services provided may include, but not be limited to, on-site technical support, such as analysis and programming for system modification, documentation and training specified in Contract Sections A.11 and A.12. The State will compensate the Contractor for Consulting Services as described in **Contract Section C.8.**

2. Delete Section A.6 in its entirety and insert the following in its place:

A.6. System Documentation. The Contractor shall provide the following GCTS and Boards and Commissions (B&C) documentation:

- a. User Manual – This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the GCTS and the B&C module.
- b. User Quick Reference Guide – This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
- c. Operations Manual – This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the GCTS and the B&C module. If tailoring is not covered in the User Manual, it must be address in the Operations Manual.

3. Delete Section A.8 in its entirety and insert the following in its place:

A.8. System Warranty. During the term of this Contract, the Contractor expressly warrants the GCTS and B&C software provided to be defect free and properly functioning, in accordance with the terms of the Contract. The Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the GCTS and B&C software reported by the State, and to provide such corrections in a reasonable timeframe determined by the State.

4. Add the following as Section A.11 and renumber any subsequent sections as necessary:

A.11. **DHS GCTS Account Implementation.** The Contractor will implement a separate user account for the Department of Human Services (DHS) within the existing GCTS.

- a. The implementation of the GCTS account for DHS will occur in accordance with the following phases, in the order given below. Each phase must be completed prior to moving on to a subsequent phase:

- i. Planning – During this phase, the Contractor will meet with State staff to identify DHS needs and plan the subsequent steps in the project.
- ii. Tailoring – During this phase, the Contractor will setup, configure and test the new DHS account according to the workflow established in the Planning phase. The Contractor will demonstrate that the system is fully functional in the State's environment, including interfaces with the current FileNet system, keeping DHS and the Governor's Office images independent.

- (1) The Contractor will provide the capability for each GCTS account (the Governor's Office and DHS) to interface with the current FileNet software independently.

- (2) The Contractor will provide the capability for the Governor's Office GCTS account to flow work to the DHS GCTS account and return responses with all associated documentation.

- (3) The Contractor will provide the capability to copy GCTS 'People' records between the Governor's Office GCTS account and the DHS account using the existing capabilities.

- iii. Training – During this phase, the Contractor will provide training in the operation of the GCTS. The training shall be provided to the following individuals and in accordance with the following provisions:

- (1) Functional User Training – This training shall be provided to up to 30 members of agency staff as deemed necessary by DHS and the Governor's Office. This training shall cover all non-technical, day-to-day aspects of using the GCTS. Training shall include routing correspondence between the Governor's Office GCTS account and the DHS GCTS account.

- (2) System Tailoring Training – This training shall be provided to up to four (4) members of the DHS correspondence and constituent contact staff. This training shall address all aspects of tailoring the system to function effectively in the State's DHS office environment. Upon completion of the training, State personnel shall be able to independently tailor the system to meet the DHS correspondence office needs without the direct assistance of Contractor staff. Training shall include routing correspondence between the Governor's Office GCTS account and the DHS GCTS account. Training will include transfer of GCTS 'People' records between accounts. This training shall occur during the Tailoring Phase described in Contract Section A.11.a.ii above.

- (3) Technical/Systems Administrator Training – This training shall be provided to up to four (4) members of the DHS technical support staff. This training shall address all aspects of technical support and systems administration of the system, including the FileNet interface operation, transfer of GCTS 'People' records between accounts, and routing correspondence between the Governor's Office GCTS account and the DHS GCTS account. Upon completion of this

training, State technical support staff will be able to operate, support, and maintain the GCTS with minimal ongoing assistance from Contractor staff.

(4) The location of this training shall be at the DHS training room at Citizen's Plaza, 400 Deaderick Street, Nashville, Tennessee.

(5) The State reserves the right to assess the effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.

iv. **Implementation** – During this phase, the Contractor will implement the DHS GCTS account in the State's production environment and State staff will use the system to perform actual production work associated with constituent contact and correspondence tracking and response. This phase shall last for thirty (30) calendar days. At the end of this phase, the State will report the status of the Implementation effort. There are two possible outcomes: (1) successful Implementation; in which case the State will notify the Contractor of this fact, in writing; or (2) problem resolution required. In this latter case, the State will report any problems with the GCTS to the Contractor; the Contractor will resolve the problems; and when the problems are resolved, the State will notify the Contractor, in writing, of a successful Implementation. During the 30-day "burn-in" period described above, the Contractor shall perform a System Performance and Capacity Study as described in A.11.b.

b. **System Performance and Capacity Study.** After the Implementation of the DHS GCTS account, Contract Section A.11.a, the Contractor shall perform a System Performance and Capacity study. The Contractor will provide the following, which should include documentation of the method of evaluation and the findings:

- i. Evaluate the capacity and life expectancy of the current GCTS, including DHS volume and workload estimates.
- ii. Evaluate the performance of the hardware and software, including the effect of retrieving images from the FileNet server, once the DHS GCTS account has been added.
- iii. Evaluate the steps and considerations necessary should the State decide to move either the Governor's Office GCTS account or the DHS GCTS account to another server.

The State will review the documentation and discuss it with the Contractor. The Contractor will provide detail documentation and reasons behind their findings. If the documentation is deemed by the State to be incomplete, the Contractor will, at no additional cost to the State, perform additional research and provide additional detail documentation to the State.

The State will compensate the Contractor for the above phases as described in **Contract Section C.4.b.**

5. Add the following as Section A.12 and renumber any subsequent sections as necessary:

A.12. **Boards and Commission Purchase and Implementation.** The Contractor will implement the Boards and Commissions (B&C) module of the GCTS account for the Governor's Office.

a. **B&C Base License-Initial Licensure.** The State will purchase the software license for the Boards and Commissions module, which is an option of the current GCTS installed at the

Governor's office. The State will compensate the Contractor for adding the B&C module in accordance with **Contract Section C.3.b.**

- b. **B&C Implementation and Training.** The implementation of the B&C module will occur in accordance with the following phases, in the order given below. Each phase must be completed prior to moving on to a subsequent phase:

- i. **B&C Planning** – During this phase, the Contractor will meet with State staff to identify the Governor's Office needs and plan the subsequent steps in the project.
- ii. **B&C Tailoring** – During this phase, the Contractor will configure and test the B&C module of the GCTS according to the needs and workflow established in the Planning phase. The Contractor will demonstrate that the system is fully functional in the State's environment. The Contractor will implement the ability for the B&C module to interface with the current FileNet software.
- iii. **B&C Training** – During this phase, the Contractor will provide training in the operation of the B&C module. The B&C training shall be provided to the following individual and in accordance with the following provisions:
 - (1) **Functional User Training** – This training shall be provided to up to eight (8) members of the Governor's Office staff. This training shall cover all non-technical, day-to-day aspects of using the B&C module.
 - (2) **System Tailoring Training** – This training shall be provided to up to four (4) members of the Governor's Office B&C contact staff. This training shall address all aspects of tailoring the system to function effectively in the State's Governor's Office environment. Upon completion of the training, State personnel shall be able to independently tailor the system to meet the Governor's Office B&C needs without the direct assistance of Contractor staff. This training shall occur during the Installation/Tailoring Phase described in Contract Section A.12.b.ii above.
 - (3) **Technical/Systems Administrator Training** – This training shall be provided to up to four (4) members of the Governor's Office technical support staff. This training shall address all aspects of technical support and systems administration of the system, including the FileNet interface operation. Upon completion of this training, State technical support staff will be able to operate, support, and maintain the B&C module of the GCTS with minimal ongoing assistance from Contractor staff.
 - (4) The location of this training shall be the State Capitol complex.
 - (5) The State reserves the right to assess the effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.
- iv. **B&C Implementation** – During this phase, the Contractor will implement the B&C module in the State's production environment and State staff will use the system to perform actual production work associated with B&C tracking. This phase shall last for thirty (30) calendar days. At the end of this phase, the State will report the status of the Implementation effort. There are two possible outcomes: (1) successful Implementation, in which case the State will notify the Contractor of this fact, in writing; or (2) problem resolution required. In this latter case, the State will report any problems with the GCTS to the Contractor; the Contractor will resolve the problems; and when the problems are resolved, the State will notify the Contractor, in writing, of a successful Implementation.

The State will compensate the Contractor for implementation and training on the B&C module in accordance with **Contract Section C.4.c.**

- c. **B&C Base License-Annual System Support.** The Contractor shall provide technical support to the State via on-line interface or toll-free telephone number—for the B&C module of the GCTS. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.

The contractor shall also make available to the State, at no additional cost, any software improvements made commercially available, including, but not limited to: upgrades, patches, and new version releases.

- i. Year 1 of the B&C Base License/Annual System Support shall begin on the first day of the B&C Implementation Phase and shall run for one full year. Year 2, and subsequent years, shall align with the anniversary date of the first year of the GCTS Base License-Annual System Support.
- ii. Since B&C Base License-Annual System Support does not begin until the B&C Implementation Phase has begun, there will be an offset between the Contract effective date and the beginning of the Year 1 of B&C Base License-Annual System Support. This means that the billing cycle for B&C Base License-Annual System Support may not match Contract year boundaries, and therefore there may be a partial quarter of B&C Base License-Annual System Support at the end of the contract. The Contractor agrees to prorate the final B&C Base License-Annual System Support invoice to accommodate the partial quarter.

The State will compensate the Contractor for the B&C Base License-Annual Support in accordance with **Contract Section C.5.b.**

- d. **Additional B&C Licenses.** In the event that the State requires additional B&C licenses, these shall be procured in accordance with the rates expressed in Contract Sections C.6 and C.7.
6. Delete Section C.1 in its entirety and insert the following in its place:

- C.1 **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Five Hundred Two Thousand, One Hundred Eight-two Dollars (\$502,182.00). The Service Rates in Sections C.3, C.4, C.5, C.6, C.7, and C.8 shall constitute the entire compensation due the Contractor for the Service and all of the Contractors' obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.9.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Sections C.3, C.4, C.5, C.6, C.7, and C.8. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

7. Delete Section C.3 in its entirety and insert the following in its place:

C.3. Base License-Initial Licensure and B&C Base License-Initial Licensure Payment Methodologies.

C.3.a. Base License-Initial Licensure Payment Methodology. The Contractor shall install the GCTS software, as described in Contract Section A.2.a. during the Installation/Tailoring phase. Upon completion of the work described in Section A.2.b.ii of this Contract, the Contractor shall submit an invoice for the "one-time," non-recurring cost of Base License-Initial Licensure, in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. This Invoice shall be in the amount of \$120,000.00.

C.3.b. B&C Base License-Initial Licensure Payment Methodology. The Contractor shall activate the B&C module of the GCTS software, as described in Contract Section A.12.a: Upon completion of the work described in Section A.12.b.iv of this Contract, the Contractor shall submit an invoice for the "one-time," non-recurring cost of the B&C Base License-Initial Licensure, in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. This Invoice shall be in the amount of \$25,000.00.

8. Delete Section C.4 in its entirety and insert the following in its place:

C.4. Base License-Implementation, DHS GCTS Account Implementation, and B&C Implementation and Training Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

C.4.a. Base License-Implementation Payment Methodology. The Contractor's compensation shall be contingent upon the satisfactory completion of the Project Phases defined in Section A.2.b. The State shall compensate the contractor for the Planning Phase and the Installation/Tailoring Phase at the end of the Installation/Tailoring Phase. The State shall compensate the Contractor for the Training Phase and the Implementation Phase at the end of the Implementation Phase. The contractor shall be compensated based upon the following Amounts:

<u>PROJECT PHASE</u>	<u>AMOUNT</u>	
Installation/Tailoring	\$22,738.00	(20% of Base License-Implementation Cost)
Implementation	\$90,952.00	(80% of Base License-Implementation Cost)

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

C.4.b. DHS GCTS Account Implementation Payment Methodology. The Contractor shall setup a new GCTS account for DHS and perform training. The Contractor's compensation shall be contingent upon the satisfactory completion of the Project Phases, training, and documentation defined in Sections A.11.a and A.11.b. Upon completion of the work described in Section A.11 of this Contract, the Contractor shall submit an invoice for the "one-time," non-recurring cost of the DHS GCTS Account Implementation, in form and

substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. This Invoice shall be in the amount of \$36,000.00.

- C.4.c. B&C Implementation and Training Payment Methodology. The Contractor shall implement the B&C module of the GCTS software and train the Governor's Office staff, as described in Contract Section A.12.b. Upon completion of the work described in Section A.12 of this Contract, the Contractor shall submit an invoice for the "one-time," non-recurring cost of the B&C Implementation and Training, in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. This Invoice shall be in the amount of \$6,400.00.

9. Delete Section C.5 in its entirety and insert the following in its place:

- C.5 Base License-Annual System Support and B&C Base License - Annual Systems Support Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- C.5.a. Base License-Annual System Support Payment Methodology. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Base License-Annual System Support services, as described in Contract Section A.2.c. The Contractor shall be compensated based upon the following Amounts:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Base License-Annual System Support; Quarterly Rate in effect during Year 1.	\$8,775.00
Base License-Annual System Support; Quarterly Rate in effect during Year 2.	\$8,445.00
Base License-Annual System Support; Quarterly Rate in effect during Year 3.	\$8,115.00
Base License-Annual System Support; Quarterly Rate in effect during Year 4.	\$8,115.00
Base License-Annual System Support; Quarterly Rate in effect during optional Year 5.	\$8,115.00

Year 1 rates for Base License-Annual System Support shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall take effect on the anniversary date of the Implementation Phase begin date.

Although Base License-Annual System Support costs shall be proposed as annual costs, the State is required to pay for such services on a quarterly basis, after the services have been provided. Therefore, the Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment.

Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter.

In the event that any quarter of support is shorted, for example, as a result of early contract termination or normal termination at the end of the Contract term, then the Contractor shall prorate the quarterly amount to adjust for the shorter quarter and the State shall pay only the prorated amount.

- C.5.b. B&C Base License - Annual Systems Support Payment Methodology. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of B&C Base License - Annual Systems Support services, as described in Contract Section A.12.c. The Contractor shall be compensated \$1,750.00 quarterly.

The Contractor shall be eligible to receive compensation for the GCTS Base License-Annual System Support upon the State's written approval of the B&C Implementation described in Contract Section A.12.b.iv. The first quarterly GCTS Base License-Annual System Support payment shall be made when the State makes the next quarterly payment for GCTS Base License Annual System Support. Subsequent GCTS Base License-Annual System Support payments shall be made on a regular quarterly basis thereafter.

The State is required to pay for B&C Base License-Annual System Support on a quarterly basis, after the services have been provided. Therefore, the Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter.

In the event that any quarter of support is shortened, for example as a result of early contract termination, normal termination at the end of the Contract term, or an initial partial quarter, then the Contractor shall prorate the quarterly amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

10. Delete Section C.8 in its entirety and insert the following in its place:

- C.8. GCTS Consulting Services Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. For Consulting Services described in Contract Section A.4., the Contractor shall be compensated based upon the following Payment Rates:

<u>SERVICE</u>	<u>PAYMENT RATE PER HOUR</u>
Consulting Services; Hourly Rate in effect during Year 1	\$125.00
Consulting Services; Hourly Rate in effect during Year 2	\$125.00
Consulting Services; Hourly Rate in effect during Year 3	\$130.00
Consulting Services; Hourly Rate in effect during Year 4	\$130.00
Consulting Services; Hourly Rate in Effect During optional Year 5	\$130.00

The Contractor shall not be compensated for travel time to the primary location of service provision.

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the

anniversary of the effective date of the Contract, and so on, for the term of the contract. The rate charged shall not exceed the rate in effect at the time the services are provided; however, the State reserves the right to negotiate a rate lower than the then-current rate.

For Consulting Services described in Contract Section A.4.b., the Contractor shall be compensated based upon \$125.00 per hour. This amount shall not exceed \$7,500.00.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

11. Delete Section C.9 in its entirety and insert the following in its place:

C.9 Travel Compensation. Compensation to the Contractor for State-authorized travel, meals, and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

C.9.a. Consulting Services – GCTS Base License. This Travel Compensation shall only apply to travel related to the provision of Consulting Services, as defined in Contract Sections A.4 and A.4a.

C.9.b. DHS Account Implementation, System Performance and Capacity Study, and B&C Purchase and Implementation Travel Compensation. This Travel Compensation shall only apply to travel related to Contract Sections A.4 and A.4.b. This amount shall not exceed \$5,082.00.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.:

William Castonguay, Contracts Manager

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

**AMENDMENT 1
TO CONTRACT FA-04-15709-00**

**BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
ACS DESKTOP SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and ACS Desktop Solutions, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1 in its entirety and replace it with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Two Thousand, Nine Hundred Fifty Dollars (\$402,950.00). The Service Rates in Sections C.3, C.4, C.5, C.6, C.7, and C.8 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.9.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Sections C.3, C.4, C.5, C.6, C.7, and C.8. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. Add the following as Section E.9:

E.9. Name Change. Effective January 9, 2004, all references to "ACS Desktop Solutions, Inc." shall be deleted and replaced with "Lockheed Martin Desktop Solutions, Inc."


3. Add the following as Section E.10:

E.10. Federal Employer Identification Number. Effective January 9, 2004, the Federal Employer Identification Number of the Contractor shall be 54-1315551.

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

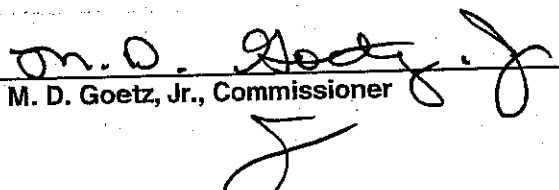
IN WITNESS WHEREOF:

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.:


William Castonguay, Contracts Manager

7/13/04
Date


DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

7-29-04
Date

APPROVED:

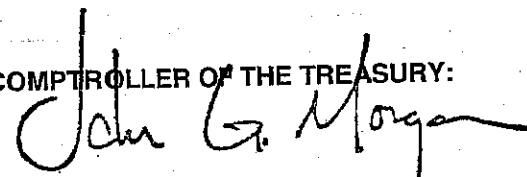
DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

JUL 30 2004

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

8/3/04
Date

Lockheed Martin Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, VA 22031
Telephone 703-206-0030 Facsimile 703-641-8845

LOCKHEED MARTIN 

April 1, 2004

Mr. Travis Johnson
Office of the Governor
Systems Development & Support
Suite 1800
Wm.R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

Reference: Software & User License Agreement

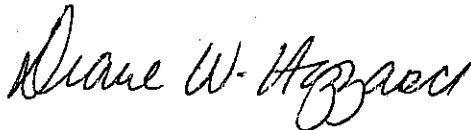
Subject: Sale by Affiliated Computer Services, Inc. of a portion of its Federal Government
Business to Lockheed Martin Corporation

Dear Mr. Johnson:

ACS Desktop Solutions, Inc., by an amendment to its certificate of incorporation, dated January 9, 2004, has changed its corporate name to Lockheed Martin Desktop Solutions, Inc. As a result of this Name Change, we are notifying you as a matter of record to please make the appropriate changes within your agency to reflect the new name so that our communication and payments, henceforth, shall be in the new company name.

Should you have any questions or concerns that you would like to discuss, then please feel free to contact me. We look forward in continuing to support your program under the professional relationship that we have established with your company.

Very truly yours,



Diane W. Hazzard

Attachments

Lockheed Martin Information Technology
One Carle Court Rockville, MD 20850
301/921-7228 (w) 301/921-0130 (fax)
frank.peterson@lars-inc.com

LOCKHEED MARTIN

Frank K. Peterson
Assistant General Counsel

OPINION OF COUNSEL

This document is the opinion of contractor's legal counsel required under FAR 42.1205(a)(2) for the recognition by the government of contractor's change of name. The change of name from ACS Desktop Solutions, Inc. to Lockheed Martin Desktop Solutions, Inc. was properly effected under the laws of the Commonwealth of Virginia, effective January 9, 2004.

Feb. 19, 2004
Date

Frank K. Peterson

Frank K. Peterson
Assistant General Counsel
Lockheed Martin Information Technology

Change-of-Name Agreement

Lockheed Martin Desktop Solutions, Inc. (Contractor), a corporation duly organized and existing under the laws of Virginia, and the United States of America (Government), enters into this Agreement as of January 9, 2004.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers with various US Government Contracting Agencies, has entered into certain contracts and purchase orders with ACS Desktop Solutions, Inc., as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference." The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) ACS Desktop Solutions, Inc., by an amendment to its certificate of incorporation, dated January 9, 2004, has changed its corporate name to Lockheed Martin Desktop Solutions, Inc.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that:

(1) The contracts covered by this Agreement are amended by substituting the name "Lockheed Martin Desktop Solutions, Inc." for the name "ACS Desktop Solutions, Inc." wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

Lockheed Martin Desktop Solutions, Inc.,

By: Karen J. Barrett
Karen J. Barrett
Assistant Secretary

[Corporate Seal]

Certificate

I, Neal J. Murray, certify that I am the Secretary of Lockheed Martin Desktop Solutions, Inc.; that Karen J. Barrett, who signed this Agreement for this corporation, was then Assistant Secretary of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 24th day of February, 2004.

By: Neal J. Murray

[Corporate Seal]



SCC710N
(06/02)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A CORPORATION
By Unanimous Consent of the Shareholders

The undersigned, pursuant to § 13.1-710 of the Code of Virginia, executes these articles and states as follows:

ONE

The name of the corporation is ACS DESKTOP SOLUTIONS, INC.

TWO

The name of the corporation is changed to _____

LOCKHEED MARTIN DESKTOP SOLUTIONS, INC.

THREE

The foregoing amendment was adopted by unanimous consent of the shareholders on December 16, 2003
(date)

The undersigned declares that the facts herein stated are true as of

January 7, 2004
(date)

ACS DESKTOP SOLUTIONS, INC.
(Name of corporation)

By: Karen J. Barrett
(Signature)

Karen J. Barrett, Asst. Secretary
(Printed name and corporate title)

See instructions on the reverse.

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

January 9, 2004

The State Corporation Commission has found the accompanying articles submitted on behalf of
LOCKHEED MARTIN DESKTOP SOLUTIONS, INC. (formerly ACS DESKTOP SOLUTIONS,
INC.)

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

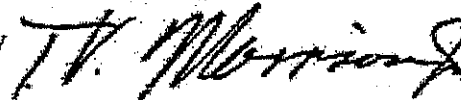
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective January 9, 2004, at 04:09 PM.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

04-01-09-0140
AMENACPT
CIS0436

Commonwealth of Virginia

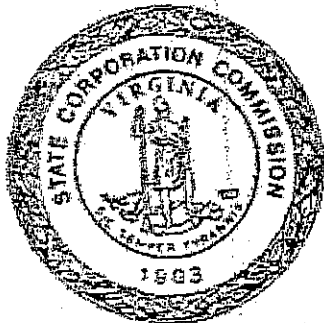


State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the Certificate of Amendment of LOCKHEED MARTIN
DESKTOP SOLUTIONS, INC. issued January 09, 2004.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 20, 2004*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

FAX

Date April 19, 2004

Number of pages including cover sheet 8

TO: Denise Beach

Phone 703.208.5038

Fax Phone 703.206.9889

FROM: Hope Bragg
State of Tennessee

OFFICE FOR
INFORMATION
RESOURCES

312 8TH AVENUE
NORTH 18TH FLOOR
NASHVILLE TN 37243

email Hope.bragg@state.tn.us

Phone (615) 741-5161

Fax Phone (615) 741-4589

CC:

REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please Comment

Denise,

Attached are the documents that Travis received about the name change to Lockheed Martin. Also, I just left you a voice message about the change order estimate. I really need something back on that ASAP since the Gov.'s office is calling me about it. Please get me the estimate by tomorrow of how much and the timeframe for ya'll to complete the work.

Thanks.

Hope

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
ACS DESKTOP SOLUTIONS, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and ACS Desktop Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of a Governor's Correspondence Tracking System (GCTS), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

ACS Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, VA 22031

The Contractor's place of incorporation or organization is Virginia.

A. SCOPE OF SERVICES:

A.1. General Scope of the GCTS Project. Contractor agrees to provide the GCTS in accordance with the requirements expressed herein and in the *Request for Proposals for Governor's Correspondence Tracking System (GCTS)*, hereinafter referred to as the "RFP."

A.2. Base License. The Contractor shall license the GCTS software to the State and implement the GCTS system in accordance with the following provisions. The license so provided will be referred to as the "base license."

a. Base License-Initial Licensure. The Contractor shall provide a license (or "licenses") to the State that will allow up to one hundred (100) State users to use the GCTS (this license, or these licenses, are referred to herein as the "base license"). The State will compensate the Contractor for the base license as described in **Contract Section C.3.**

The license provided shall confer upon the State the right for up to one hundred (100) State users to use the system simultaneously. No additional site licenses, central server licenses, or their equivalents shall be required.

The State recognizes that the Contractor may require the State to sign the Contractor's licensing agreement(s) for the proposed software. However, in the event of any conflict between the terms of this Contract and the terms of any Contractor licensing agreement, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing agreement prior to entering into it, if the State deems this necessary in order to meet State legal requirements.

b. Base License-Implementation. The Contractor will deliver and implement the GCTS in accordance with the following project phases. The phases will occur in the order given below, and each phase must be completed prior to moving on to a subsequent phase:

i. Planning – During this phase Contractor staff will meet with State staff to plan the subsequent steps in the project.

ii. Installation/Tailoring – During this phase Contractor staff will install, configure, and test the software on the State's test environment. The Contractor will demonstrate that the system is fully functional in the State's test environment, including all functionality that the State has required to be present at the beginning of the Installation/Tailoring Phase (See Contract Section A.5.c, below). Prior to the end of this phase the Contractor will train State staff in tailoring the system to the State Governor's office environment, and will assist in the completion of the tailoring effort. This phase shall not be deemed complete until the State has provided a written approval.

iii. Training – During this phase the Contractor will train State staff in accordance with the Training requirements listed below.

iv. Implementation – During this phase, the Contractor will move the GCTS to the State's production environment and State staff will use the system to perform actual production work associated with constituent contact and correspondence tracking and response. This phase shall last for thirty (30) calendar days. At the end of this phase, the State will report the status of the Implementation effort. There are two possible outcomes: (1) successful Implementation, in which case the State will notify the Contractor of this fact, in writing; or (2) problem resolution required. In this latter case, the State will report any problems with the GCTS to the Contractor; the Contractor will resolve the problems; and when the problems are resolved, the State will notify the Contractor, in writing, of a successful implementation.

The State will compensate the Contractor for the above phases as described in **Contract Section C.4.**

c. **Base License-Annual System Support.** The Contractor shall provide technical support to the State—via on-line interface or toll-free telephone number—for the GCTS. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.

The contractor shall also make available to the State, at no additional cost, any software improvements made commercially available, including, but not limited to: upgrades, patches, and new version releases.

i. Year 1 of the Base License/Annual System Support shall begin on the first day of the Implementation Phase and shall run for one full year. Year 2, and subsequent years, shall begin on the anniversary date of the first year of Base License-Annual System Support.

ii. Since Base License-Annual System Support does not begin until the Implementation Phase has begun, there will be an offset between the Contract effective date and the beginning of the Year 1 of Base License-Annual System Support. This means that the billing cycle for Base License-Annual System Support will not match Contract year boundaries, and therefore there will be a partial quarter of Base License-Annual System Support at the end of the contract. The Contractor agrees to prorate the final Base License-Annual System Support invoice to accommodate the partial quarter.

The State will compensate the contractor for Base License-Annual System Support in accordance with **Contract Section C.5.**

A.3. Additional Users.

- a. **Additional User-Initial Licensure.** The Contractor agrees to provide, at the State's request, additional user licenses to supplement the base license. The State may request such additional licenses if its user population exceeds the 100 users allowed by the base license. The State may add an additional user at any point during the life of the contract, and the State will compensate the Contractor in accordance with the rates in effect during the year in question, in accordance with **Contract Section C.6.**
- b. **Additional User-Annual System Support.** The Contractor shall provide System Support for these user licenses in the same manner as it does for the base license users (see Contract Section A.2.c, above). The State will compensate the Contractor for such user licenses on a per-seat basis, in accordance with **Contract Section C.7.**
- A.4. **Consulting Services.** At the State's request, the Contractor will provide professional services to the State. These services may be provided either on or off-site and will be billed to the State on a per-hour basis. If travel is involved in the provision of these services, the State will reimburse the Contractor for travel expenses incurred in accordance with the Travel Compensation clause in Contract Section C, below. The types of professional services provided may include, but not be limited to, on-site technical support, such as analysis and programming for system modifications, and additional training beyond that specified in Contract Section A.7. These services, if requested, shall be distinct from Implementation and System Support described above, in Contract Sections A.2.b, A.2.c, and A.3.b. The State will compensate the Contractor for Consulting Services as described in **Contract Section C.8.**
- A.5. **GCTS Business Requirements and Functionality Delivery Points.** The State's business requirements for the GCTS are expressed in Contract Attachment B, *GCTS Business Requirements* and Contract Attachment F, *Use Cases*.
- A.5.a. The Contractor shall deliver a GCTS that meets all requirements to which the Contractor has replied with a "Yes" in the Contractor's Proposal response to the "System Functionality," Section 5.2.5 of the RFP.
- A.5.b. If the Contractor has replied with "Yes" to any requirement in System Functionality response, the Contractor is thereby bound to provide that requirement in the GCTS delivered to the State, within the proposed costs. Failure, for any reason, to deliver a requirement to which the Contractor has replied "Yes" shall be grounds for the termination of this Contract for cause.
- A.5.c. The timing of the delivery of particular requirements is dependent upon the Importance Rating (Mandatory/Critical/Desirable) that the state has assigned to the requirement in question. The table below indicates the point in time, during the project lifecycle, at which the requirement must be fully functional within the GCTS:

Importance Rating	Point in Project Life Cycle at Which the Requirement Must be Functional within the GCTS
Mandatory	Beginning of the Installation/Tailoring Phase
Critical	Beginning of the Implementation Phase
Desired	End of the Implementation Phase, prior to State's written approval.

- A.6. **System Documentation.** The Contractor shall provide the following GCTS documentation:

- a. User Manual – This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the GCTS.
- b. User Quick Reference Guide – This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
- c. Operations Manual – This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the GCTS. If tailoring is not covered in the User Manual, it must be addressed in the Operations Manual.

A.7. Training. The Contractor shall provide training in the operation of the GCTS. The training shall be provided to the following individuals and in accordance with the following provisions:

A.7.a. Functional User Training – this training shall be provided to up to seven (7) members of the Governor's correspondence and constituent contact staff. This training shall cover all non-technical, day-to-day aspects of using the GCTS.

A.7.b. System Tailoring Training – this training shall be provided to up to four (4) members of the Governor's correspondence and constituent contact staff. This training shall address all aspects of tailoring the system to function effectively in the State Governor's office environment. Upon completion of the training, State personnel shall be able to independently modify the system to meet the Governor's correspondence office needs without the direct assistance of Contractor staff. This training shall occur during the Installation/Tailoring Phase described above.

A.7.c. Technical/Systems Administrator Training – this training shall be provided to up to four (4) members of the Governor's technical support staff. This training shall address all aspects of technical support and systems administration of the system. Upon completion of this training, State technical support staff will be able to operate, support, and maintain the GCTS with minimal ongoing assistance from Contractor staff.

A.7.d. The location of all training shall be the State Capitol complex.

A.7.e. The State reserves the right to assess to effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.

A.8. System Warranty. During the term of this Contract, the Contractor expressly warrants the GCTS software provided to be defect free and properly functioning, in accordance with the terms of the Contract. The Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the GCTS software reported by the State, and to provide such corrections in a reasonable timeframe determined by the State.

A.9. Source Code in Escrow. The Contractor shall maintain copies of the GCTS source code in escrow with an independent escrow company pre-approved by the State.

A.9.a. Within fifteen (15) calendar days after the State's written acceptance of the implementation of GCTS, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.

A.9.b. Within fifteen days (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company for the remainder of the term of this Contract. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the

source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the Contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.

- A.9.c. If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.

- A.10. Requirement to Provide On-Going Updates. In responding to Contract Attachment B, as required in RFP Section 5.2.5, the Proposer may have responded to one or more requirements with a "Yes," but with the knowledge that the Proposer would have to add the functionality in question, because it did not exist in the system "out of the box." For purposes of this provision, such functionality is referred to as "added functionality."

After the GCTS is installed and operational at the State, the Contractor may continue to issue upgrades or new releases of the software originally proposed, which may not include added functionality required to meet State requirements. The Contractor agrees to make such upgrades or releases available to the State as it would to any other customer. Should the State choose to install such upgrades or releases, the Contractor agrees to include the added functionality within such upgrades or new releases, at no additional cost to the State, such that the State loses no functionality through the process of upgrading or installing the new release.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on September 17, 2003 and ending on September 16, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and resulting in a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Ninety-Nine Thousand, Nine Hundred Fifty (\$399,950.00). The Service Rates in Sections C.3, C.4, C.5, C.6, C.7, and C.8 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.9.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with

the Service Rates detailed in Sections C.3, C.4, C.5, C.6, C.7, and C.8. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Base License-Initial Licensure Payment Methodology. The Contractor shall install the GCTS software, as described in Contract Section A.2.a, during the Installation/Tailoring phase. Upon completion of the work described in Section A.2.b.ii of this Contract, the Contractor shall submit an invoice for the "one-time," non-recurring cost of Base License-Initial Licensure, in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. This invoice shall be in the amount of \$120,000.00. ✓

C.4. Base License-Implementation Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of the Project Phases defined in Section A.2.b. The State shall compensate the contractor for the Planning Phase and the Installation/Tailoring Phase at the end of the Installation/Tailoring Phase. The State shall compensate the Contractor for the Training Phase and the Implementation Phase at the end of the Implementation Phase. The Contractor shall be compensated based upon the following Amounts:

<u>PROJECT PHASE</u>	<u>AMOUNT</u>		
Installation/Tailoring	\$22,738.00	(20% of Base License-Implementation Cost)	✓
Implementation	\$90,952.00	(80% of Base License-Implementation Cost)	✓

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

C.5. Base License-Annual System Support Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Base License-Annual System Support services, as described in Contract Section A.2.c. The Contractor shall be compensated based upon the following Amounts:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Base License-Annual System Support; Quarterly Rate in effect during Year 1.	\$8,775.00
Base License-Annual System Support; Quarterly Rate in effect during Year 2.	\$8,445.00
Base License-Annual System Support; Quarterly Rate in effect during Year 3.	\$8,115.00

Base License-Annual System Support; Quarterly Rate in effect during Year 4. \$8,115.00

Base License-Annual System Support; Quarterly Rate in effect during optional Year 5. \$8,115.00

Year 1 rates for Base License-Annual System Support shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall take effect on the anniversary date of the Implementation Phase begin date.

Although Base License-Annual System Support costs shall be proposed as annual costs, the State is required to pay for such services on a quarterly basis, after the services have been provided. Therefore, the Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter.

In the event that any quarter of support is shortened, for example, as a result of early contract termination or normal termination at the end of the Contract term, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

C.6.

Additional User-Initial Licensure Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The State may request that additional users be given access to the GCTS system, in accordance with Contract Section A.3.a. The Contractor shall be compensated based upon the following Amounts:

<u>ITEM</u>	<u>AMOUNT</u>
Additional User-Initial Licensure; Cost to add One (1) User; Rate in effect during Year 1	\$1,100.00
Additional User-Initial Licensure; Cost to add One (1) User; Rate in effect during Year 2	\$1,100.00
Additional User-Initial Licensure; Cost to add One (1) User; Rate in effect during Year 3	\$1,100.00
Additional User-Initial Licensure; Cost to add One (1) User; Rate in effect during Year 4	\$1,100.00
Additional User-Initial Licensure; Cost to add One (1) User; Rate in effect during optional Year 5	\$1,100.00

Year 1 rates for Additional User-Initial Licensure shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall take effect on the anniversary date of the Implementation Phase begin date. For example: a user added in Year 1 would be charged to the State at the Year 1 rate; a user added in Year 2 would be charged to the State at the Year 2 rate; and so on.

At the point at which the State receives the Additional User license, the Contractor shall invoice the State for a "one-time, non-recurring" cost to license the additional user. This invoice must be in form and substance acceptable to the State and must include all of the necessary supporting documentation, prior to any payment.

- C.7. Additional User-Annual System Support Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Additional User-Annual System Support services, as described in Contract Section A.3.b. The Contractor shall be compensated based upon the following Amounts:

<u>ITEM</u>	<u>AMOUNT</u>
Additional User-Annual System Support; Cost to support One (1) additional User; Quarterly Rate in effect during Year 1	\$82.50
Additional User-Annual System Support; Cost to support One (1) additional User; Quarterly Rate in effect during Year 2	\$82.50
Additional User-Annual System Support; Cost to support One (1) additional User; Quarterly Rate in effect during Year 3	\$82.50
Additional User-Annual System Support; Cost to support One (1) additional User; Quarterly Rate in effect during Year 4	\$82.50
Additional User-Annual System Support; Cost to support One (1) additional User; Quarterly Rate in effect during optional Year 5	\$82.50

Year 1 rates for Additional User-Annual System Support shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall take effect on the anniversary date of the Implementation Phase begin date. The amount paid for Additional User-Annual System Support for a given user is not fixed for that user's life on the system; the amount may vary in accordance with the Yearly rates listed in this section. For example, the Contractor will charge the State for System Support for that user at the Year 1 rate during Year 1; the Year 2 rate in Year 2; and so on.

Although costs for Additional User-Annual System Support shall be proposed as a per-user, annual rate, the State is required to pay for these services on a quarterly basis, after the services have been provided. Therefore, the Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter.

In the event that any quarter of support is shortened, for example, as a result of early contract termination or normal termination at the end of the Contract term, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

- C.8. Consulting Services Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. For Consulting Services described in Contract Section A.4, the Contractor shall be compensated based upon the following Payment Rates:

SERVICE

PAYMENT RATE PER
HOUR

Consulting Services; Hourly Rate in effect during Year 1	\$125.00
Consulting Services; Hourly Rate in effect during Year 2	\$125.00
Consulting Services; Hourly Rate in effect during Year 3	\$130.00
Consulting Services; Hourly Rate in effect during Year 4	\$130.00
Consulting Services; Hourly Rate in Effect During optional Year 5	\$130.00

The Contractor shall not be compensated for travel time to the primary location of service provision.

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the anniversary of the effective date of the Contract, and so on, for the term of the contract.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

C.9. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. This Travel Compensation shall only apply to travel related to the provision of Consulting Services, as defined in Contract Section A.4.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.11. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.13. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Hope Bragg, Assistant Director
Systems Development and Support
Suite 1800, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-5161
(615) 741-4589

The Contractor:

David E. Stair
ACS Desktop Solutions, Inc.
2700 Prosperity Avenue
Fairfax, VA 22031
(703) 208-5007
(703) 206-9889

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. The Contractor's Proposal

e. Contract Addendum 1, "ACS Desktop Solutions, Inc., *Intranet Quorum*, SOFTWARE LICENSE AGREEMENT"

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.5. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.6. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.7. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

IN WITNESS WHEREOF:

ACS DESKTOP SOLUTIONS, INC.:

Diane W. Hazzard September, 18, 2005
Diane Hazzard, Vice President Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 10-2-03
M. D. Goetz, Jr., Commissioner Date *eth*

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. IDW OCT - 6
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 10/7/03
John G. Morgan, Comptroller of the Treasury Date

GCTS MANDATORY TECHNICAL REQUIREMENTS

If a Windows solution is proposed, the application must:

1. Utilize the State of Tennessee's production Active Directory domains IF Active Directory is used with no child domains or external forests to be joined to the State's directory.
2. Utilize the State's Active Directory Schema without modification domains IF Active Directory is used.
3. Run on a member server in the State's Active Directory without running on or installing it's own domain controller domains IF Active Directory is used.
4. Run as a service; the console cannot remain logged in to maintain a process.
5. Support MSMQ 2.0 or higher IF utilizing Message Queuing.
6. Run on Windows 2000 Server service pack 3 or greater with IIS5 or higher Web Server or Windows 2003 Server with IIS6 or higher Web Server.
7. Utilize either Microsoft SQL Server Database 2000 service pack 3 or higher running on a Windows platform or Oracle Database 8.1.7 or higher running on a Sun Solaris platform.

If a Unix solution is proposed, the application must:

1. Run on Sun Solaris 8 or higher.
2. Be deployable to an Oracle Application Server 9.0.2 or higher.
3. Utilize Oracle Apache 9.0.2 or higher Web Server.
4. Utilize Java 1.3.
5. Be developed using J2EE compliancy standards and no proprietary coding.
6. Utilize Oracle Database 8.1.7 or higher.
7. Be deployable to a sub-directory and execute as a non-root system user. No system command are allowed in the code (including system.out messages).
8. Include a connection pool ("Resource Pool") having an "Application" scope and synchronized methods.

Common to either a Windows or Unix solution, the application must:

1. Be available as an off-the-shelf product.
2. Be web-based, non-client server.
3. Use standard TCP/IP communication protocols.
4. Be 128 Bit SSL compliant.

5. Be able to send email (without using the SENDMAIL function) through the State of Tennessee's existing SMTP email gateway.
6. Be able to integrate with Microsoft Office 2000 and Microsoft Office XP or greater.
7. Be user accessible via Microsoft Internet Explorer 6.0 or greater on the State's Intranet.
8. Accommodate deployment of the database on a physically separate server behind the State's firewall accessible only via the application. (No web access to the database will be allowed.)
9. NOT require nor allow database administrative rights.
10. Encrypt all user/password transactions.
11. Restrict technical administrative functions to a non-root user level or administrator-equivalent level.
12. Use DNS entries for access and not contain any hard coded i.p. addresses.
13. Integrate with FileNet Content Services version 5.x or higher.

GOVERNOR'S CORRESPONDENCE TRACKING SYSTEM BUSINESS REQUIREMENTS

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	Data		
201.00	Collect and update constituent data including: name, anonymous caller, address, sex, nationality (for tracking international letter writing campaigns), VIP Status or Friends of the Governor/First Lady, constituent type (individual or organization), inmate number, zip code, email address, multiple telephone numbers, country, district, province, and postal code.	M	Yes
202.00	Additional user-defined constituent fields should be available for configuration by the administrative user to accommodate future business needs.	C	Yes
203.00	Collect and update correspondence data including: date received, policy or casework classification, subject category and sub-category (see Contract Attachment D), opinion of Pro or Con relating to a subject, description narrative, status, status last update, correspondence type (see Contract Attachment C), reviewer, and user ID of each user to update the correspondence detail.	M	Yes
204.00	Additional user-defined correspondence fields should be available for configuration by the administrative user to accommodate future business needs.	C	Yes
205.00	The administrative user should have the capability to inactivate a subject (subject category and sub-category.) Once the subject is inactive, it will no longer be available for selection by the user when recording a new correspondence record. However, reports should display correspondence records with inactive subjects if included in the search criteria. (i.e., Correspondence record was recorded with that subject before it was inactivated and that correspondence record falls within the specified search criteria for a report.)	C	Yes
206.00	Correspondence types will be used to categorize most correspondence and must include all values listed in Contract Attachment C. Exceptions include subjects that the Administrative User has flagged for capturing statistical data only.	M	Yes
207.00	Collect and update correspondence response data including: response text, response date and method(s) of routing response. The system must provide the capability to scan and/or capture and save an image of the correspondence. This is the response sent from the Governor's Correspondence Office to a constituent or other external source, in reply to correspondence received.	M	Yes
208.00	Additional user-defined correspondence response fields should be available for configuration by the administrative user to accommodate future business needs.	C	Yes
209.00	Provide capability to automatically generate, send, and store emails and letters that are sent as standard responses to all	M	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	types of correspondence received in the Governor's Correspondence Office, based on selected subject category and sub-category.		
210.00	Provide capability to collect and update correspondence referral data including referral date, expected response date, referral name, contact descriptions as field (Contract Attachment E), referral address, and referral status. This references the referrals sent from the Governor's Correspondence Office to external sources, such as State or Federal agencies/departments, requesting a response in regard to correspondence received.	M	Yes
211.00	Additional user-defined correspondence referral fields should be available for configuration by the administrative user to accommodate future business needs.	C	Yes
212.00	Provide capability to collect and update referral response data including actual response date, referral response narrative. This is the response sent from a constituent or other external source, in response to a referral sent from the Governor's Correspondence Office. The system must provide the capability to scan and/or capture and save an image of the referral response.	M	Yes
213.00	Additional user-defined referral response fields should be available for configuration by the administrative user to accommodate future business needs.	C	Yes
214.00	Provide capability to record and update content of standard response letters in the database, allowing the administrative user to record and update the content and style of standard letters that are sent from the Governor's Correspondence Office to constituents or other external sources and to associate those letters with selected subject categories and sub-categories. When the template is selected as the letter to send to a constituent in response to their correspondence, the system should automatically populate specific information into the letter regarding the selected constituent and specific details about the correspondence that was sent by the constituent and recorded into the system.	M	Yes
215.00	Provide capability to customize a standard letter that is sent from the Governor's Correspondence Office as a response to correspondence received from a constituent.	M	Yes
216.00	Provide capability to create a customized letter as a referral response to a constituent. In this case, the user would not choose to modify a standard letter.	M	Yes
217.00	Provide capability for administrative user to define whether a data field is optional or required. The user will identify specific business rules during the Installation Phase to identify whether a field is optional or required, based on correspondence type, subject, etc. The administrative user should have the capability to override these rules, if needed.	C	Yes
218.00	For each date, a four-position year field is required.	M	Yes
Functional			

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
301.00	Provide functionality to identify and correct duplicate records (i.e., two constituents recorded in the database are actually one individual, a correspondence record is recorded twice in error, a referral is recorded twice in error)	M	Yes
302.00	Provide capability to group two or more constituents as belonging to one family, household, or organization	C	Yes
303.00	Provide workflow features, which automatically route correspondence and referral response information from one queue to the next.	M	Yes
304.00	Provide administrative function allowing user to insert and update records in some reference/maintenance tables (i.e., correspondence status, correspondence priority, correspondence subject categories and sub-categories [Contract Attachment D] and contact descriptions [Contract Attachment E]. The administrative user should have the capability to activate and inactivate records in each reference/maintenance table, as needed.	M	Yes
305.00	Provide administrative function allowing user to configure workflow in the system, through user-defined rules with flexibility to change the rules to accommodate changing business needs. These items include: routing correspondence by correspondence type (Contract Attachment C) or subject category and sub-category (Contract Attachment D); generating alerts relating to referral response information, such as referral status, email address, subject category and sub-category (Contract Attachment D), and key words; and automating case closure.	M	Yes
306.00	Capability to automatically route incoming correspondence, based on key words and email addresses contained in electronic correspondence received from constituents, employees, and state agencies/departments. If automatic routing is uncertain, the system should automatically move the correspondence to an assigned queue for manual review and routing.	D	Yes
307.00	Based on subject category and sub-category (Contract Attachment D), the user may not be required to record information in the system relating to the constituent or specific correspondence details. Only statistical information may be required for some subject categories and subcategories, as defined in user defined-rules. (i.e., subject categories and subcategories such as death penalty, dog shooting incident – just need ability to report on number of contacts for some subject categories and subcategories; also for mass mailings from constituents)	C	Yes
308.00	The administrative user should have the capability to record statistical data by subject (subject category and sub-category) [Contract Attachment D] beginning with correspondence received January 1, 2003. This is the only data that will be transferred from the existing system to the new system.	C	Yes
309.00	Provide capability for user to select one or more options for routing a correspondence response to a constituent, including email with or without an attachment (i.e., Word or Excel	D	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	document attachment), mail and print hard copy.		
310.00	Capability for user to create customized responses to correspondence	C	Yes
311.00	Automatically generate standard, electronic response for some correspondence types (Contract Attachment C), as defined by administrative user, with ability to modify the automatic response, if desired. (i.e., form letters, certificates)	C	Yes
312.00	Automatically associate referral responses from external sources with the initial correspondence and referral records with ability to make corrections if errors occur with the automatic association process.	M	Yes
313.00	THIS REQUIREMENT DELETED.	N/A	N/A
314.00	Capability to view all open, assigned, and resolved correspondence records	M	Yes
315.00	Generate mass mailings and bulk printing of documents, labels, and image files	C	Yes
316.00	THIS REQUIREMENT DELETED.	N/A	N/A
317.00	Capability to archive non-current information (over one year old)	M	Yes
318.00	Capability to scan/capture, store, and view document images and to associate those images with a correspondence or referral record.	M	Yes
319.00	Provide role-based security	M	Yes
320.00	Capability to receive, scan/capture, and store images of faxes and to associate the image with a correspondence record.	C	Yes
321.00	Must provide audit trail of all transactions, identifying the user who recorded each transaction and the date/time of each transaction.	M	Yes
322.00	Ability to associate scanned image with one or more correspondence or referral records	M	Yes
323.00	THIS REQUIREMENT DELETED.	N/A	N/A
324.00	Ability to associate many correspondence records with one constituent	M	Yes
325.00	Ability to associate a correspondence record with one or more constituents (i.e., petition that accompanies letter)	M	Yes
326.00	Ability to associate one correspondence record with one or more subject categories and subcategories.	M	Yes
327.00	Ability to associate each subject categories and subcategories (Contract Attachment D) with zero to many correspondence records.	M	Yes
328.00	Ability to associate each correspondence record with zero, one, or many internal and external referrals	M	Yes
329.00	Ability to associate each referral with at least one correspondence record	M	Yes
330.00	Ability to associate each correspondence record with zero or	M	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	more images		
331.00	Ability to associate each image record with one or more correspondence records (i.e., one document could contain an invitation and a request)	M	Yes
Reports and Files			
401.00	Generate print-friendly, customized reports that can be run weekly or at other specified intervals, including statistical reports and reports by specified subject category and sub-category (Contract Attachment D), county, city, and referral status.	M	Yes
402.00	Generate ad-hoc reports. The user should be able to specify a date range and other search criteria and generate ad-hoc reports as needed.	M	Yes
403.00	Functionality to create, save, and print graphs and charts	C	Yes
404.00	Capability to import and export data from external data files (i.e., Excel, Access, Text)	M	Yes
405.00	Capability to generate weekly, monthly, quarterly, and annual volume reports for email, mail, fax, calls, web forms, letter requests, and gifts upon request by the administrative user	M	Yes
406.00	Capability to generate weekly, monthly, quarterly, and annual volume reports by subject for email, mail, fax, web forms, and calls (i.e., TennCare, Child Support)	M	Yes
407.00	Capability to generate weekly report of "outstanding referrals."	M	Yes
408.00	Capability to generate monthly, quarterly, and annual volume report by subject and county for all correspondence. (i.e., 300 emails, 200 letters, 15 calls, and 34 faxes from Rutherford County about TennCare) upon request by the administrative user	M	Yes
Business Rules			
501.00	When Name, City, Organization, and Position are recorded, the first letter of each field should be displayed with the first letter capitalized.	C	Yes
502.00	The name of the user who records information in the correspondence system will be derived by the system.	D	Yes
503.00	A constituent type (organization or individual) must be recorded for a constituent.	M	Yes
504.00	List of constituent types (organization or individual) must be available for selection by description, not code.	M	Yes
505.00	If the selected constituent type is "Individual," the following fields must be recorded to identify the constituent: First Name, Last Name.	D	Yes
506.00	If the selected constituent type is "Organization," the following information must be recorded about the constituent: Organization Name, Address 1, City, State, and Zip Code.	D	Yes
507.00	If the selected constituent type is "Organization," and a corresponding first and last name is recorded, the individual	D	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	should be classified as an organizational contact.		
508.00	If a constituent is classified as an inmate, the inmate information can be removed at a later date, if at a later date the constituent is no longer an inmate. History does not have to be maintained to show that a constituent was once an inmate.	C	Yes
509.00	If a constituent has a Tennessee address, the district fields should be derived by the system and can be modified by the user.	D	Yes
510.00	If only one letter is recorded in the middle name field (as a middle initial), a period should be derived by the system and displayed after the initial.	D	Yes
511.00	When a zip code is recorded, the system should derive and record the city and state, with the ability to make modifications, if needed.	C	Yes
512.00	If a correspondence record with a correspondence type (Contract Attachment C) of "Email" is recorded, email address must be recorded for the constituent.	M	Yes
513.00	If seven digits are recorded for telephone number, the phone number should be right justified and the area code field should be blank.	D	No
514.00	Country should default to U.S., but can be changed by the user.	C	Yes
515.00	Before a new constituent can be recorded, a constituent search is required, allowing selection of constituent record if match is found. This will help to minimize duplicate constituents in the system.	M	Yes
516.00	When searching for an organization name, the user should be able to record a few letters or word(s) as Organization Name search criteria, and the systems should perform a string match. Search results should display any organization names recorded with that "string match."	C	Yes
517.00	Search criteria should not be case sensitive.	C	Yes
518.00	The following fields must be recorded for each correspondence record before recording a subject (Contract Attachment D) or sending a referral or constituent response: correspondence type (Contract Attachment C), date received, reviewed by.	M	Yes
519.00	Date correspondence received is a required field and should default to the current date; this date can be modified by the user to an earlier date.	M	Yes
520.00	If a two-digit year is recorded, the system should save and display on the interface as a four-digit year.	M	Yes
521.00	Correspondence status is a required field and should be derived by the system. Status values will be determined during the installation phase.	M	Yes
522.00	Each correspondence record can have only one active status.	C	Yes
523.00	When a correspondence status is "Closed," that correspondence and any related information (subject, referral) that was documented prior to the status close date can only be	C	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	modified by a Correspondence User with Administrative privileges.		
524.00	When the correspondence status is updated by an administrative user, the current date should be recorded as the status last update.	C	Yes
525.00	When a correspondence status is closed, the status last update is recorded as the current date and cannot be modified by the user.	M	Yes
526.00	Correspondence type is a required field for each correspondence record. (Contract Attachment C)	M	Yes
527.00	The zip code should be recorded for the constituent if the correspondence type of "Letter" is selected. (Contract Attachment C)	C	Yes
528.00	List of correspondence types must be available by description, not code. (Contract Attachment C)	M	Yes
529.00	Reviewed By is a required field for each correspondence record; this field is derived by the system recording the identity of the Correspondence User who is recording the initial correspondence record or who later updates the correspondence record. Reviewed By field is derived by the system and cannot be modified by the user.	C	Yes
530.00	THIS REQUIREMENT DELETED.	N/A	N/A
531.00	Correspondence description is an optional freeform text field; this field should allow up to 255 characters to be recorded for each correspondence record.	C	Yes
532.00	The list of subjects must be displayed and selectable by description, not associated subject code (Contract Attachment D).	M	Yes
533.00	At least one subject (Contract Attachment D) is required for all correspondence.	M	Yes
534.00	Only subjects (Contract Attachment D) related to a specific correspondence type (Contract Attachment C) can be selected to further classify correspondence. (i.e., If the selected correspondence type is letter request, there is a subset of subjects that are applicable to a correspondence type of letter request.)	C	Yes
535.00	If a subject of "Other" is selected, the user must record a description in freeform text. (Contract Attachment D)	M	Yes
536.00	The date referred should default to the current date and can be changed by the user to an earlier date.	M	Yes
537.00	The expected response date should default to the closest working day that occurs two weeks from the current date; this date can be changed by the user but must be greater than or equal to the date of the referral.	C	Yes
538.00	The expected response date for a referral must be greater than or equal to the current date when the referral is created.	M	Yes
539.00	Correspondence can be "Flagged" to indicate that immediate	M	Yes

Ref #	Business Requirements	Importance Rating (Mandatory/ Critical/Desired)	ACS's Response
	response is required.		
540.00	A tickler file or alert will be used to notify the user if a response has not been received from the Governor's Correspondence Office within 48 hours of initiating the external referral.	C	Yes
541.00	The actual response date for a referral must be greater than or equal to the date of the referral.	M	Yes
542.00	List of possible referral names must be displayed and selectable by description, not associated code.	M	Yes
543.00	If a subject is selected before recording contact description (Contract Attachment E), the list values for contract description field should be filtered to display the most common department(s) or position(s) referred to for this subject (Contract Attachment D). However, the user can select any value(s) in the contact description list.	D	Yes
544.00	If selected value for contact description is "Mayor," the user can select from a list of related cities in Tennessee. (Contract Attachment E)	D	Yes
545.00	When the status on each referral related to a correspondence record is closed, the correspondence status should automatically be closed.	C	Yes
546.00	The user can manually close a referral status even if an actual response date has not been recorded.	C	Yes
547.00	Referral description is a freeform text field and is optional.	C	Yes
548.00	If the user records that a referral is inactive, the current date is recorded as the inactive date and cannot be changed by the user. A reason for making the referral inactive must be recorded in freeform text by the user.	C	Yes
549.00	If an actual response date has been recorded, the referral cannot be recorded as inactive.	C	Yes
550.00	If the user records that a referral is inactive, the referral status should be updated to "Closed," and a status closure reason must be recorded in this freeform text field.	C	Yes
551.00	A letter date should default to the current date and can be modified by the user to an earlier or later date.	C	Yes

**LIST NAMES FOR
CORRESPONDENCE TYPES**

Correspondence Type	Correspondence Subtype
Annual Report	
Brochure	
Budget Report	
CC for the Governor's Information	
Email	
Express Mail/Fedex	
Fax	
Gift by mail	
Gift from visit to Governor's Office	
Gift from Governor's visit or speech	
Gift delivered to Residence	
Hand delivered correspondence	
Legislative mail	
Letter request	
Magazine	
Messenger mail	
Office telephone (transfer)	
Office walk-in	
Petition	
Post-card campaign	
REGISTERED MAIL	
Telephone call	
Town meeting	
Web Form	

LIST NAMES FOR SUBJECTS

Subject Category	Subject Subcategory
Abortion	Pro
	Anti
Adult Protective Services	
Agricultural issues	Funding for programs
	Surplus food - commodities
	Surplus land sales
Americorps	
Animal welfare	
Annexation laws	
Anniversary	Business
	Church
	Pastor
	Wedding
Appointment to Board or Commission	Request appointment
	Resign
	Thank you for appointment
Auction item request	
Autograph request	
Banking/Other Financial Issues	
Blue Book request	
Budget issues	Specific cuts
	Increase specific program spending
Capitol photo request	
Cemetery Issues	
Census Issues	
Certificate	Governor's Outstanding Tennessean Award
	Tennessee's Outstanding Achievement Award
	Colonel Aide de Camp
	Tennessee Ambassador of Goodwill
	Honorary Tennessean
	Judges Appointment
	Boards and Commission
	Award Merit
	Day of Recognition
	Appreciation
	Centenarian Award
	Tennessee Youth Achievement Award
	Eagle Award of Merit
	Girl Scout Award of Merit
Childcare	Background check for childcare workers
	Child-Care center licensing
	Child-Care center funding
	Policy Issues
Children	Abuse
	Adoption
	Child support
	Foster parenting
	Grandparent's rights
	Legal custody

Subject Category	Subject Subcategory
	State custody
Clemency	
Community Development Block Grants	
Community service /volunteers	
Computer issues - general	
Congratulations	Baby
	Business
	Grand opening
	Winning championship
	Wedding
Consumer issues	Product safety
	Internet scams
Contribution request	
Death penalty	General
	Specific case
Disaster Planning/Recovery	Agricultural Disaster Area Designations
	Federal Disaster Area Designations
	Flood Plain Locations
	Insurance problems following disaster
Displaced workers	
Drinking water quality/supply	
Eagle Scout Letter	
Education Adult	
Education Higher	Complaint against particular school
	Financial Assistance
	Residence requirements for non-UT school
	Residency requirements for UT System
Education K-12	Charter schools
	Complaint against particular school
	Dress codes
	Drug-Free Tennessee Program
	Governor's Schools
	Funding for schools
	Home schooling
	Prayer in school
	School safety
	School-to-Career
	Tennessee Secondary School Athletic Agency - TSSAA
Elder abuse	
Employment issues	
Encouragement and support	
Entertainment industry issues	
Environmental Issues	Air quality
	Land acquisition
	Recycling
	Water quality of lakes and rivers
Expungement of record	
Extradition	
Federal Government	Department of Defense
	Department of Energy
	Department of Justice
	Economic Development Administration Grants

Subject Category	Subject Subcategory
	Environmental Protection Agency
	Equal Employment Opportunity Commission (EEOC)
	Health & Human Services
	Housing & Urban Development (HUD)
	Medicare/Medicaid
	Military
	Nuclear Energy Issues
	President
Flag Request	U.S. flag Tennessee flag
Flat Stanley Letter	
Forestry	
Fraud	
Gambling Issues	Casinos Video machines
GED	
Gift to Governor	Art work Book/reading material Calendar Clothing Collector's Item Flowers/plant Food/drink Gift basket Handmade craft Holiday decoration Home furnishings Jewelry Music Plaque/Award Office decorations/supplies Video
Girl Scout letter request	
Governor's photo request	
Gun control issues	Conceal Carry Laws Second Amendment Rights Pro Anti
Hate mail	
Health issues	AIDS/HIV Drug abuse Vital records - birth Vital records - death
Homeland Security	
Housing issues	
Human rights issues	
Hunting issues	Bag limits Seasons
Immigration issues	
Internet issues	Internet sales Pornography Privacy

Subject Category	Subject Subcategory
	Spam
	Taxation
	Tennessee website
Investigative Issues	Criminal Investigation
	Report illegal activity
	Sex Offenders Registry
Invitation to Tennessee request	
Lapel pin request	
Legal Issues	Judges appointment
	Complaints against judges
	Litigation - Involving Governor
	Litigation - Involving State
	Tennessee Code Annotated
Licensing	Drivers License
	Handguns
	Hunting & Fishing
	Regulatory Boards
Local Workforce Investment Area Designation	
Local issues	
Lottery	Jobs with lottery
	Policy
	Scholarships
	Vendor issues
Map request	
National Guard	
National Governor's Association	
National Parks Issues	
Native American issues	
Nursing home regulation	
Parole issues	Request parole
	Complaints against parole board
Passports/Visas	
Pen pals of Governor	
Personal - First Lady	
Personal - Governor	
Policy Initiatives - General	
Policy Initiatives-Specific	
Praying for Governor	
Press issues	
Prison Issues	Inmate Grievance
	Prison medical care
	Sexual assault
	Transfer request
Privatization - General	
Proclamation	Request proclamation
	Protest/endorse proclamation
Recommendation request	To college
	To THP
Recreation Issues	Boating
	Recreation Areas
	State Parks
Regional/National Programs	Appalachian Regional Commission

Subject Category	Subject Subcategory
	Council of State Governments
	Delta Regional Authority
	Job Training Partnership Act
	Jobs for America's Graduates
	Southern Regional Education Board
	Southern States Energy Board
	Tom Big-Bee Waterway
Religious issues	
Reunion	Class
	Family
Reports	Budget from City, County, Etc.
	Corporate Annual Report
	Open Appointment Report
	Special Audit
Resolution	
Retirement	Military
	Other
	State/Local Government
Reunion	Class
	Family
Royal Ranger letter request	
Safety Issues	Commercial vehicle safety
	Compliment - Tennessee Highway Patrol
	Complaint - Tennessee Highway Patrol
	Restoration of driving privileges
	Speeding
Schedule	First Lady
	Governor
	First Lady and Governor as couple
Senior Citizen issues	
Social Security issues	
Southern Governor's Association	
Speech request of copy	
State Constitution	
State Employees	Bonuses
	Complaints
	Pay Raises
	Retirement Benefits
	Workers' Compensation
State seals	
Sympathy	
Taxes	Hall Tax
	Income Tax
	Professional Privilege Taxes
	Property Tax
	Sales Tax
TBI	Amber Alert
	Need assistance of
	Report complaint
Teacher Issues	Pay Raises
	Background check
Tennessee Occupational Safety and Health	

Subject Category	Subject Subcategory
Administration (TOSHA)	
Tennessee Valley Authority (TVA)	
Thank you	
Threat mail	
TennCare	Casework
	Fraud
	Policy
	Provider questions/concerns
TN State National Guard	
Tobacco settlement	
Tobacco use	By teens
	In public places
Tourism	
Transportation Issues	Litter
	Road Conditions
	Road Construction
	Speed Limit Signs
Unclaimed property	
Unemployment insurance	
Veterans Issues	Veteran's benefits
	Veteran cemetery
	Veteran's homes
Walking Horse Issues	
Welcome	
Welfare Issues	Aid to Families With Dependent Children (AFDC)
	Families First
	General assistance needs
	Policy
Wildlife Issues	
Workers Compensation	

**LIST NAMES FOR
CONTACT DESCRIPTIONS**

Contact Type	Contact Description
Federal	Representative William L. "Bill" Jenkins
	Representative John J. Duncan, Jr.
	Representative Jim Cooper
	Representative Lincoln Davis
	Representative Zach Wamp
	Representative Bart Gordon
	Representative Marsha Blackburn
	Representative John Tanner
	Representative Harold Ford, Jr.
	Senator Bill Frist
Governor's Staff	Senator Lamar Alexander
	Communications Director
	Boards and Commissions
	Constitution Services
	Legislation
	Scheduling
	Chief Administrative Officer
	Deputy Governor
	Deputy Administrative Officer
	Deputy for Policy
	Facilities Administrator
	First Lady's Personal Assistant
	Legal Counsel
	Personal/Executive Assistant
	Personnel/Budget Officer
State Agency	Press Secretary
	Children's Cabinet
	Administrative Office of the Courts
	Alcoholic Beverage Commission
	Arts Commission
	Attorney General
	Board of Paroles
	Commission on National and Community Service
	Commission on Aging
	Comptroller
	Election Commission
	Emergency Management Agency (TEMA)
	Film, Entertainment, and Music Commission
	Higher Education Commission (THEC)
	Historical Commission
	Homeland Security
	Housing Development Agency (THDA)
	Human Rights Commission
	Office of Criminal Justice
	Secretary of State
	State Library and Archives
	State Museum
	State Treasurer
	Student Assistance Corporation (TSAC)

State Department	Tennessee Board of Regents (TBR)
	Tennessee Bureau of Investigation (TBI)
	Tennessee Regulatory Authority (TRA)
	TVA
	University of Tennessee
	Wildlife Resources Agency (TWRA)
	Agriculture
	Children's Services
	Commerce and Insurance
	Correction
	Economic and Community Development
	Education
	Environment and Conservation
	Finance and Administration
	Financial Institutions
	General Services
	Health
	Human Services
	Labor and Workforce Development
	Mental Health and Mental Retardation
	Military
	OIR
	Personnel
	Revenue
	Safety
	TennCare Bureau
	Tourist Development
	Transportation
	Veterans' Affairs

USE CASES

Developed by the Office of Constituent Services
Examples of expected workflow for phone calls, letters, faxes, emails, web forms, and reports

Phone calls		Data captured: * Required	
Case #1: Constituent phone call to express an opinion.	Scenario: Mrs. Opinion Ated wants the Governor to know that she supports the equalization of lottery scholarships. She's calling from a cell phone and is in a hurry. Constituent Services wants to capture as much information as possible but Mrs. Ated is rushed.	Date of call* Name Street Address, City, State, Zip County* Phone number* 1 Phone number 2 Phone number 3 Subject of call* (Sub-Subject) Support/ Does not support Governor* Notes:	3/15/3 Mrs. Opinion Ated 112 Beach Rd, Nashville TN 37204 Davidson County (615) 338-9898 (Cell Phone) Lottery (Scholarships) Supports Governor's position
Case #2: Constituent phone call to get assistance with TennCare.	Scenario: Mr. Good Father got a letter from TennCare saying that his son Zeke's coverage was cancelled. He is irate. He has been transferred to three different numbers and wants to talk to someone immediately. Constituent Services wants to transfer the call and monitor the disposition of the case.	Date of call* Name* Street Address, City, State, Zip County Phone number*1 Phone number 2 Phone number 3 Subject of call* Sub-subject Transferred to _____ at TennCare* Notes on case Follow-up from TennCare* Date of follow-up* Case closed or open*	4/3/3 Mr. Good Father 45 Old Smyrna Rd, Hendersonville, TN 35876 Sumner 615-990-3422 TennCare Coverage Son's TennCare Coverage Call transferred to Sherri Sharp Son Zeke's coverage was cancelled Sherri Sharp emailed that coverage re-instated 4/10/3 Case closed. No further follow-up

Case #3: Organization wants to request a proclamation.	Scenario: Ms. Carol Wilsons wants to request a proclamation honoring the Shi Tzu Breed. She is president of the Shi Tzu Lovers International. She also wants a press release and photo op with the Governor. Constituent Services needs to contact a local representative, cc scheduling, and press.	<p>Date of call*</p> <p>Name*</p> <p>Name of Organization*</p> <p>Street Address, City, State, Zip*</p> <p>Local contact name (if national)*</p> <p>Street Address, City, State, Zip*</p> <p>County</p> <p>Phone number* 1</p> <p>Phone number 2</p> <p>Copied to: _____</p> <p>Date needed*</p> <p>Date proclamation mailed*</p>	<p>needed</p> <p>3/16/3</p> <p>Ms. Carol Wilsons</p> <p>Shi Tzu Lovers International</p> <p>455 Woodlawn Drive, Washington DC 25566</p> <p>Ms. Margaret Marie</p> <p>34 Dogwood Lane, Chattanooga, TN 31122</p> <p>Hamilton County</p> <p>423-909-8888</p> <p>202-333-4444 (National Number)</p> <p>Scheduling, Ms. Margaret Marie, Press Office</p> <p>3/22/3</p> <p>3/20/3</p>
<p>Emails</p> <p>Case #1: Constituent email regarding casework.</p>	<p>Scenario: crazygrl@aol.com wants to request a clemency application for her brother. Constituent Services needs to send an auto reply regarding requests for clemency and cc the Board of Probation and Parole. System will capture the original email and verify that an automatic response was sent.</p>	<p>Data captured:</p> <p>* Required</p> <p>Date of email*</p> <p>Email address*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number</p> <p>Subject of email*</p> <p>Email response sent*</p>	<p>2/5/3</p> <p>crazygrl@aol.com</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>Clemency application request</p> <p>Email sent 2/5/3 automatically</p>
Case #2: Constituent email stating	Scenario:	Date of email*	3/6/3

support for HR222.	<p><u>emumama@netscape.com</u> wants to express her support for a bill recognizing the Emu as the official large bird of Tennessee. Constituent Services needs to send an auto response and cc the Governor's legislative staff.</p> <p>V-Card at bottom of email gives address, phone, name.</p>	<p>Email address*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number</p> <p>Subject of email*</p> <p>Email response sent*</p> <p>Copied to: _____</p>	<p><u>emumama@netscape.com</u></p> <p>Ms. Liza Braze</p> <p>111 Big Bird Court, Knoxville, TN 33333</p> <p>Knox</p> <p>423-444-6575</p> <p>Pending legislation HR222</p> <p>Email sent 3/6/3 automatically</p> <p>Copied to Legislative Staff</p>
Case #3: Constituent email requesting assistance getting child support.	<p>Scenario: Ms. Misty Waters has faxed, emailed, and mailed the Governor a letter requesting assistance collecting her child support. Constituent Services needs to refer the email to DHS and monitor the response. DHS normally responds by email. Constituent Services would like the email response to link to the initial request. Duplicate records of correspondence should be flagged and noted.</p>	<p>Date of email*</p> <p>Email address*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number</p> <p>Subject of email*</p> <p>Email forwarded to _____</p> <p>agency*</p> <p>Email response from agency received*</p> <p>Notes on Case</p>	<p>1/23/3</p> <p><u>misswaters@netscape.net</u></p> <p>Ms. Misty Waters</p> <p>909 McMillan St., Talladega, AL 35160</p> <p>256-909-8888</p> <p>Out of state child support</p> <p>DHS, attn: Janette Coulter</p> <p>1/30/3 response letter as email attachment</p> <p>Fax, letter received and filed in hard copy files</p>
Web Forms		<p>Data captured:</p> <p>* Required</p>	
Case # 1: Constituent wants letter of congratulation for Eagle Scout.	<p>Scenario: Scout Master Jevon George uses the Tennessee's Website URL to fill out an Eagle Scout congratulation request. Scout Master is able to select from a "drop down" list of letter types to select letter type. Scout Master</p>	<p>Date of request*</p> <p>Name*</p> <p>Street Address, City, State, Zip*</p> <p>Address to Mail (if different)</p> <p>County</p> <p>Phone number* 1</p>	<p>4/2/3</p> <p>Mr. Jevon George</p> <p>999 Titan Road, Nashville, TN 37215</p> <p>Davidson</p> <p>615-333-7777</p>

	fills out form online. Appropriate staff member alerted that request has been made. Automatic letter generated that can be customized. Staff member able to record that request was met.	Phone number 2 Type of letter requested Name of Scout Date needed* Date letter mailed* Notes on letter	N/A Eagle Scout Congratulation Letter Jonathon S. Miller 4/30/3 4/10/3
Case # 2: Organization wants Proclamation for Catfish Month	Scenario: Mr. Farmer Fishman fills out Proclamation Request Form on State web site. Mr. Fishman provides language for Proclamation. Form routed to the appropriate staff member. Staff member records when proclamation mailed. Staff member alerts Commissioner of Agriculture and the Press Office for Press Opportunities.	Date of request* Name* Name of Organization* Street Address, City, State, Zip* Local contact name (if national)* Street Address, City, State, Zip* County Phone number* 1 Phone number 2 Draft Language Provided in text: Copied to: _____ Date needed* Date proclamation mailed*	2/14/3 Mr. Farmer Fishman Catfish Farmers of Tennessee 333 Fish Hatchery Rd., Paris, TN 38242 Same as above N/A 931-134-2222 Whereas the Catfish is the ugliest of all fish... Commissioner Ken Givens, Press Office 3/15/3 3/10/3
Case #3: Constituent wants to express an opinion about budget cuts, TennCare, and TDOT.	Scenario: Mrs. Sarah Nimby calls and wants to email the Governor with her concerns. Staff refers her to website where she is able to fill out an "express your opinion" form that automatically gives subjects choices and a 250 line form to express concerns.	Date of request* Name Email* Street Address, City, State, Zip County Phone number 1 Phone number 2	4/1/3 Mrs. Sarah Nimby nimby@nindspring.com 546 Happy Lane, Colliersville, TN 38017 Shelby 901-334-0099

<p>Automatic reply generated with custom changes to show multiple topics selected.</p>	<p>Subject 1 Subject 2 Subject 3 Text of web form: Copied to: _____ Email response sent:</p>	<p>TennCare reform Budget cuts TDOT reform Dear Governor: You are doing a great job... Commissioner of TDOT, Director of TennCare, Policy Staff 4/1/3</p>
<p>Letters/Faxes</p> <p>Case # 1:</p>	<p>Data captured: * Required Date of 1st letter* Name* Street Address, City, State, Zip* County Phone number 1 2 Phone number 2 Subject of letter* Sub-subject Date of referral* Staff member who reviewed* Department referred to* Response expected* Response received* Notes Date of 2nd letter* Name* Street Address, City, State, Zip* County Phone number 1</p>	<p>5/1/03 Mrs. Lydia Hunt 90 East Lake Dr, Nashville, TN 37303 Davidson () 334-9882 Wild Life Deer poaching 5/2/03 Cara Wilson TWRA 5/12/03 5/15/3 same as above same as above same as above same as above</p>

	as well as a copy of this response.	Phone number 2 Subject of letter* Sub-subject Date of referral* Staff member who reviewed* Department referred to* Response expected* Response received* Notes	same as above same as above same as above 5/15/3 Cara Wilson TWRA 5/29/3 Apology letter sent 5/15/3 copied to TWRA
Case # 2:	Scenario: Mr. Jerry Winfrey faxes in a request for a "Kid's Pack" for his grandson. Fax is received automatically by the system. Staff member review and fill request.	Date of fax* Name* Street Address, City, State, Zip* County Phone number 1 Phone number 2 Subject of fax* Sub-subject Date of request* Staff member who reviewed* Department/Staff referred to* Response expected* Notes	4/2/3 Mr. Jerry Winfrey 45 Short Rd, Knoxville, TN 36889 Knox County Kid's Pack Request 4/2/3 Margaret Horn Melissa Proctor 4/12/3
Gifts		Data captured: * Required	
Case # 1:	Scenario: The Ladies Democratic Auxiliary visits the Capitol for a tour and a photo op with the Governor. Present the Governor with a gift basket of iris bulbs, homemade bread, and a throw rug for the Residence. Staff must log items, send thank you note, record where gifts sent after	Date of visit Name of organization* Contact person* Others in attendance Street Address, City, State, Zip* County Phone number 1	4/13/3 Ladies Democratic Auxiliary Mrs. Inez Patterson Maria Truman, Gordanza Mondale, Liza Clinton 888 Kennedy LN, Bath Springs, TN Decatur N/A

	logged into system. Staff prefers a spreadsheet model that allows "mail merge" of letters.	Phone number 2 Gift description Gifts sent to Date thank you sent	N/A Iris bulbs, homemade bread, and a throw rug Iris bulbs planted at Capitol, bread eaten by Troopers, throw rug sent to Residence 4/15/3
Case # 2:	Scenario: At the Paris Fish Fry, Governor given t-shirt and hat from the local 4-H Club. Troopers record partial information only but staff must log gifts.	Date of event Name of event* Name of sponsoring organization Contact person* Others in attendance Street Address, City, State, Zip* County Phone number 1 Phone number 2 Gift description Gifts sent to Date thank you sent	3/11/3 Paris Fish Fry Paris Chamber of Commerce Lesley Carter N/A Not available Henry Not available T-shirt and hat Donated to charity 3/12/3
Reports		Data captured: * Required	
Case #1	Scenario: Governor is giving a speech at the Cumberland County Rotary Club. Communications Office wants report of all correspondence received from Cumberland County between 1/18/3 and 4/21/3. Wants report by topic in bar graph and pie chart format.	Report of all letters, email, faxes, calls on all topics from Cumberland County in date range given. Simple bar graph display.	40 letters 56 phone calls 23 faxes 11 emails 13 TennCare 99 Budget 9 TDOI 9 Water quality

Case #2	<p>Scenario: The Governor has recommended restoration of funding for the Memphis Children's Museum. Museum supporters had launched a letter writing campaign to protest the cuts. Communications now wants to send a follow-up letter/email to the people who had written in before. Staff will do a "search" for the subjects of Memphis Children's Museum and budget cuts over a specified date range, identify the letter writers, create a mail merge document to respond to letters and faxes plus an email message, and send out the follow-up letter.</p>	<p>Date range Subject Sub-subject Correspondence type Name* Street Address, City, State, Zip* Email address</p>	<p>2/3/03-4/15/03 Memphis Children's Museum Budget cuts 23 letters, 4 faxes, 19 emails Mail merge spreadsheet</p>
Mass Contacts		<p>Data captured: * Required</p> <p>Date of Contact Subject Correspondence Type, Subcategory, Number of Items</p>	
Case #1	<p>Amnesty International has chosen a Tennessee prisoner as "prisoner of the month". This has resulted in massive mail-ins, faxes, and emails from around the world. Statistics for these contacts must be captured according to correspondence type as well as international, national, and State of TN contacts.</p>	<p>Date of Contact Subject</p>	<p>5/1/3 Amnesty International Campaign Letters - International = 543 Letters - National = 440 Letters- State of TN = 200 Emails- International = 600 Emails- National = 300 Emails- State of TN = 400 Faxes- International = 150 Faxes- National = 200 Faxes- State of TN = 100 5/2/3 Amnesty International Campaign</p>

		Correspondence Type, Subcategory, Number of Items	<p>Letters - International = 43</p> <p>Letters - National = 40</p> <p>Letters- State of TN = 20</p> <p>Emails- International = 60</p> <p>Emails- National = 30</p> <p>Emails- State of TN = 40</p> <p>Faxes- International = 10</p> <p>Faxes- National = 25</p> <p>Faxes- State of TN = 15</p>
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